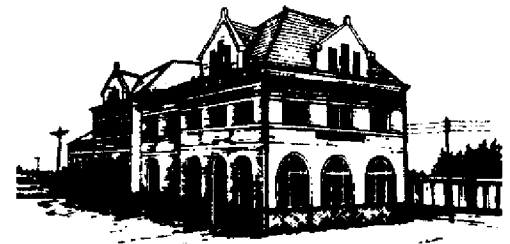


City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, Iowa 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MAYOR: Warren Woods
COUNCIL: Randy White, Loyal Winborn, Betty Shelton, Marsha Wilson, Larry Wagner, Terri Koets, Nancy Loudon
CITY CLERK: Lisa Williamson
CITY ADMINISTRATOR: Mike Taylor
CITY ATTORNEY: Skip Kenyon & Todd Nielsen

Regular Meeting Agenda
City Hall/Restored Depot
Council Chambers
Tuesday, June 19, 2012
6:00 p.m.
06/15/2012 12:39 PM

1. **Call Meeting to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Consideration of Agenda**
5. **Consider Adoption of the Consent Agenda – NOTE:** *These items are routine items and will be enacted by one motion without separate discussion unless a Council member requests an item be removed for separate consideration.*
 1. **Minutes:** June 5, 2012 – Regular Meeting
 2. **Claims and Fund Transfers:**
 - i. Total Claims - \$346,548.86
 - ii. Funds Transferred - \$
 3. **Licenses/Permits:** — Panther Lanes – renewal of 12-month Class C Liquor License with Sunday Sales privileges; Elm's Club – 3-day Outdoor Service
 - i. Cigarette Permits – Elm's Club
 - ii. Amusement Permits – Elm's Club; Elk's
6. **Public Forum** – *the Mayor and City Council welcome comments from the public on any subject pertaining to City business, including items on this agenda. You are asked to state your name and address for the record and to limit your remarks to 3 minutes in order that others may be given the opportunity to speak. The Order of Business is at the discretion of the Chair. No action will be taken.*
7. **New Business**
 1. Resolution to approve Airport FBO based on the recommendation of the Airport Board
 2. Public Hearing for the sale of surplus City-owned property – 622 N Birch, 503 W Irving, 308-310 N Division, 507 S Maple, 214 S Pine, 216 S Pine, 411 ½ N Walnut, 406 N Vine, 507 N Cherry, 704 N Sycamore, 603 S Walnut, 613 N Pine (north side – Parcel ID 24010-460-008-25) and Parcel "Q" of Sec. 35-73-31 (west side of Summit Lake)
 3. Resolution to authorize advertising to sell surplus City-owned properties by sealed bid process and set terms
 4. Resolution to approve Dissemination Agent Agreement for Disclosure with D.A. Davidson & Co.
 5. Resolution to ratify the purchase of property at 1707 West Adams

6. Resolution to approve payment of \$4,372.16 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson
7. Resolution to approve 2% base wage increase for non-bargaining unit, full-time employees for Fiscal Year 2013
8. Resolution to special assess unpaid mowing nuisances
9. Appointment with Hyvis Thatcher regarding special assessment for mowing nuisance at 507 W Montgomery abated May 21, 2010
10. Possible action on special assessment for mowing nuisance at 507 W Montgomery abated May 21, 2010
11. Motion to approve temporary street closing for the 1300 block of Mulberry Street on June 30th from 4 pm – 8 pm for a neighborhood block party – Paul Ver Meer

8. Other

9. Adjournment

REGULAR MEETING OF THE CRESTON CITY COUNCIL JUNE 5, 2012

The Creston City Council met in regular session at 6:00 o'clock pm on the above date in the Council Chambers of the City Hall Complex with Mayor Woods presiding.

Roll call being taken with the following Council members present: Loudon, Koets, Wagner, Wilson, Shelton, Winborn and White.

Wilson moved seconded by Shelton to approve the agenda. All voted aye. Motion declared carried.

Wilson moved seconded by Shelton to approve the consent agenda, which included approval of minutes of May 15, 2012, regular meeting; minutes of May 29, 2012, special meeting; claims of \$334,797.13; liquor license renewal for Elk's and Park & Recreation Board; cigarette permits for Casey's #3, #2422, #2423, #2424, Kum & Go #500 and #501, Walmart, Farm & Home, Eagles, Fareway, Pokorny BP, Hy-Vee; amusement permits for Twilight Zone, The Lobby, Eagles, Montgomery Street Pub, Sidetracked Again; and parade permit for 10,000 Crestonians. All voted aye. Motion declared carried.

No one spoke during Public Forum.

Mayor Woods announced that now is the time for a Public Hearing on the matter of the Airport Entrance Road Improvements Project. He asked if anyone wished to speak in favor of the project; no one did. He asked if there was any written correspondence in favor of the project; there was none. He asked if anyone wished to speak against the project; no one did. He asked if there was any written correspondence against the project; there was none. Mayor Woods then called the Public Hearing to a close.

A resolution was offered by Wagner seconded by Wilson to tentatively award the contract – Base Bid plus Alternate Bid, subject to receipt of FAA Grants – to Feldhacker Contracting for the Airport Entrance Road Improvements Project and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Winborn seconded by Wilson to approve a grant application for the Airport Entrance Road Improvements Project and authorize the Mayor and Clerk to execute the proper documentation. White, Loudon, Koets, Wagner, Wilson, Shelton and Winborn voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson in support of additional passenger rail frequency along the southern Iowa corridor and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to accept a proposal from Excel Mechanical to replace the YMCA Dehumidification System and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by White seconded by Koets to approve payment of \$3,269.18 to Habitat for Humanity for the NSP House Project at 801 W. Jefferson and

authorize the Mayor and Clerk to execute the proper documentation. Wagner, Wilson, Shelton, Winborn, White, Loudon and Koets voted aye. Resolution declared passed.

A resolution was offered by Wilson seconded by Shelton to approve payment of the retainage fee of \$38,325.69 to Visu-Sewer, Inc. for the completion of the Northeast Area Sanitary Sewer Rehabilitation Project and authorize the Mayor and Clerk to execute the proper documentation. Winborn, White, Loudon, Koets, Wagner, Wilson and Shelton voted aye. Resolution declared passed.

A resolution was offered by Wagner seconded by Wilson to set date for a Public Hearing on June 19, 2012 at 6 pm for the sale of surplus City-owned properties – 622 N. Birch, 503 W. Irving, 308-310 N. Division, 507 S. Maple, 214-216 S. Pine, 411 ½ N. Walnut, 406 N. Vine, 507 N. Cherry, 704 N. Sycamore, 603 S. Walnut, property south of and adjacent to 615 N. Pine and Parcel “Q” of Sec. 35-73-31 (west side of Summit Lake) and authorize the Mayor and Clerk to execute the proper documentation. Shelton, Winborn, White, Loudon, Koets, Wagner and Wilson voted aye. Resolution declared passed.

A resolution was offered by Shelton seconded by Loudon to approve Creston Park & Recreation Board’s request for \$13,000 from the Hotel/Motel Fund to assist in completion of Phase II of the walking trail promoting tourism in the area and authorize the Mayor and Clerk to execute the proper documentation. Koets, Wagner, Wilson, Shelton, Winborn, White and Loudon voted aye. Resolution declared passed.

White moved seconded by Wilson to approve temporary street closing for Creston Bike Night at the Elm’s Club on June 29th from 3:00 pm – 1:00 am June 30th – Elm Street between Adams and Montgomery Streets, the alley at Maple Street (both ways) and the alley west of Elm’s Club. All voted aye. Motion declared carried.

Shelton moved seconded by Wilson to approve temporary street closings for the 10,000 Crestonians 4th of July Celebrations. All voted aye. Motion declared carried.

Wilson moved seconded by Shelton to approve temporary street closing on Montgomery Street from Oak to Division Streets on July 3rd from 4:00 pm – 3:00 pm July 4th for Elk’s Annual 4th of July Street Dance. All voted aye. Motion declared carried.

Wagner moved seconded by Shelton to approve temporary street closing on McKinley Street from Lake Street to Kirby Street from 8:00 am June 23rd – 4:00 am June 24th for the Annual Concert in the Park on June 23, 2012. All voted aye. Motion declared carried.

Wilson moved seconded by White to approve closing eight parking spaces on Adams Street in front of Iowa State Savings Bank for the July 4th Parade from 7:30 am – approximately 2:30 pm. All voted aye. Motion declared carried.

Under Other, Councilperson Wilson was glad to see that the Fire Department was able to get two houses burnt down.

Mayor Woods thanked everyone that helped with the City Appreciation Picnic on Saturday. He thought it went over well and it was a good thing.

Councilperson Shelton stated she agreed with a complaint letter received by the City regarding the parking conditions on Myrtle and Peterson Streets, and that it should be parking on one side only.

White moved seconded by Wagner to adjourn the meeting. All voted aye. Motion declared carried. Council adjourned at 6:21 p.m.

Mayor

Attest:

City Clerk

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
POLICE PROTECTION	GENERAL FUND	ALAMAR UNIFORMS	BATTERIES FOR IN CAR	80.98
		CARPENTER UNIFORM CO &	BODY ARMOR-ROTHMEYER	686.84
			S/S SHIRTS-EMBLEMS	103.08
		CODE BLUE DESIGNS	SOFTWARE FOR K9 RECORDS	150.00
		HEARTLAND TIRE & AUTO	RPR RIGHT REAR TIRE #17	12.00
		KELLY TIRE & EXHAUST	TIRES-235/15/17	755.93
			TIRES-265/70/17	526.00
		KELTEK INCORPORATED	EQUIPMENT REMOVAL	200.00
		PETTY CASH - POLICE	#692840-POSTAGE	6.60
			#692841-POSTAGE	45.00
			#692842-K9 VET	12.60
			#692843-PATCHES	17.12
		POLICE LEGAL SCIENCES, INC.	RENEWAL FOR LEGAL UPDATE	1,200.00
		SIMMONS GUN SPECIALTIES INC	AMMUNITION	428.08
		SUPREME CLEANERS	UNIFORM CLEANINGS-MAY'12	119.00
		VER MEER, PAUL	CELLPHONE REIMBURSEMENT	60.00
		WATCHGUARD VIDEO	CRIME PREVENTION	1,500.00
			BRACKET	95.00
				5,998.23
DETENTION & CORRECTNS	GENERAL FUND	UNION CO AUDITOR	LEC BILLING-MAY'12	24,589.16
			TOTAL:	24,589.16
FIRE PROTECTION	GENERAL FUND	ILLOWA COMMUNICATIONS	BELT CLIP-RADIO SERVICE	900.00
			BATTERIES FOR RADIOS	1,599.16
		BUILTNETWORKS	SVCS-DESKTOP/LAPTOP	229.95
		CRESTON CITY WATER WORKS	WATER-FIRE	19.44
		DANKO EMERGENCY EQUIPMENT	NOZZLE FOR RANGER	342.00
		DIGITAL FORMAT COMPUTER	COMPUTER TOWER	499.99
		FIRE ENGINEERING	SUBSCRIPTION-3 YR	67.00
		FIRE SERVICE TRAINING BUREAU	TESTING FF-1	200.00
		FIREHOUSE MAGAZINE	2 YR SUBSCRIPTION	49.95
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	32.87
			ELECTRICITY	444.18
		LEGEND DATA SYSTEMS, INC	ACCOUNTABILITY TAGS	294.25
		JACKSON, TODD	CELLPHONE REIMBURSEMENT	60.00
		MCI MEGA PREFERRED	LONG DISTANCE	1.36
		MUNICIPAL EMERGENCY SERVICES	TURN OUT GEAR	3,596.87
		PETTY CASH - FIRE	#1654-SUPPLIES	61.55
			#1655-PHONE CORD	6.99
			TOTAL:	8,405.56
BUILDNG & HSNG SAFETY	GENERAL FUND	BRUCE, MIKE	CELLPHONE REIMBURSEMENT	60.00
		CRESTON PUBLISHING CO	LEGAL ADS/PUBLICATIONS	52.69
			TOTAL:	112.69
ANIMAL CONTROL	GENERAL FUND	BIERLE, DOUG	CELLPHONE REIMBURSEMENT	60.00
		CRESTON ANIMAL RESCUE EFFORT	RECEIPT #22278	65.00
		FARM & HOME SUPPLY INC	FOOD, PET TAXI-ZIP TIES	313.39
		NETHERTON, WENDY	SUCCESSFUL ADOPTION	20.00
		WHIPP, SHANNON	SUCCESSFUL ADOPTION	20.00
			TOTAL:	478.39
STREET LIGHTING	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	8,477.40
			TOTAL:	8,477.40
TRAFFIC SAFETY	GENERAL FUND	ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	750.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ECHO GROUP INC	SUPPLIES FOR ADAMS/ELM	44.07
		PETTY CASH - STREET	#1744-FUSE	7.35
			TOTAL:	801.91
AIRPORT	GENERAL FUND	WASTE MANAGEMENT	DUMPSTER-MAY'12	61.96
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	324.56
		SOUTHWEST IOWA RURAL ELECTRIC	ELECTRIC-AIRPORT	40.00
		WEST AVIATION INC	PER FBO CONTRACT	1,354.17
			FUEL PROFIT-MAY'12	558.58
			TOTAL:	2,339.27
SOLID WASTE CLCT/DSPSL	GENERAL FUND	WASTE MANAGEMENT	GARBAGE COLLECT-MAY'12	36,757.47
		PRAIRIE SOLID WASTE AGENCY	CLEANUP @ 602 N POPLAR	340.80
			TOTAL:	37,098.27
LIBRARY SERVICES	GENERAL FUND	CRESTON CITY WATER WORKS	WATER-LINCOLN SCHOOL	9.07
			WATER-LIBRARY	16.52
		WASTE MANAGEMENT	DUMPSTER-MAY'12	40.89
		ALLIANT ENERGY-INT PWR&LGHT	1001 W JEFFERSON-ELECTRIC	252.88
			1001 W JEFFERSON-GAS	19.80
			NATURAL GAS	21.63
			ELECTRICITY	549.31
		MCI MEGA PREFERRED	LONG DISTANCE	7.56
		PETTY CASH - LIBRARY	#1209-POSTAGE	5.00
			TOTAL:	922.66
PARKS	GENERAL FUND	HUFF, MARK	CELLPHONE REIMBURSEMENT	60.00
		BARKER IMPLEMENT & MOTOR CO INC	PARTS FOR 955	111.03
			CENTER LINK & PIN	288.59
			CYCLE MOWER	1,800.00
		CRESTON AUTO PARTS INC	PARTS FOR '99' FORD 4X4	348.72
			FRONT ROTOR-'99 PICKUP	36.11
		CRESTON CITY WATER WORKS	WATER-RAINBOW PARK	11.79
			WATER-RAINBOW FOUNTAIN	18.14
		WASTE MANAGEMENT	DUMPSTER-MAY'12	154.08
		FARM & HOME SUPPLY INC	PIPING & FITTINGS-AIR LIN	115.74
			PIPING & FITTINGS-AIR LIN	99.47
			PIPING & FITTINGS-AIR LIN	8.04
			FITTINGS FOR COMPRESSOR	81.75
			REDUCER FOR AIRLINE	230.10
		GRAPHIC DISPLAYS	SIGNS @ PARK	73.34
		HEARTLAND TIRE & AUTO	FRONT END ALIGNMENT	55.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	565.69
		ECHO GROUP INC	130-#4 TRIPLEX, GFI COVER	371.61
			ELECTRIC BOX	34.88
			CORD/PLUG FOR COMPRESSOR	37.65
		JERICO SERVICES INC	DUST SUPPRESSION	855.00
		NAPA	FILTERS, HYDRO OIL	639.84
			BATTERY, AIR COUPLER	176.70
			HYDRAULIC HOSE	83.32
		PETTY CASH - RECREATION	#1733-REFUND SHELTER	20.00
			#1734-O RING	10.38
			#1735-REFUND SHELTER	20.00
		SERVICE TECHS INC	SHARPEN CHAIN, CHAIN	55.00
		POKORNEY BP & AUTOMOTIVE SERVICE	MOUNT 4 TIRES	48.00
		TRUE VALUE HARDWARE & RENTAL	GLUE, TAPE, PREVENTER	97.65

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TIRE REPAIR BOX	20.99
			TOTAL:	6,528.61
EATION	GENERAL FUND	AKIN BUILDING CENTER	3-4X8 SHEETS OSB	19.38
		CRESTON COMMUNITY SCHOOL DIST	SUMMER OPEN GYM	1,400.00
		WASTE MANAGEMENT	DUMPSTER-MAY'12	9.90
		SHELLY ROBINSON	T-BALL SHIRTS	246.50
			T-BALL SHIRTS	21.75
		GRAPHIC DISPLAYS	SIGNS @ SKATEPK	73.33
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	127.64
			TOTAL:	1,898.50
CEMETERY	GENERAL FUND	HODGE, BRUCE	CELLPHONE REIMBURSEMENT	60.00
		AKIN BUILDING CENTER	10 BAGS QUICKCRETE	33.90
		AMERICAN CONCRETE PRODUCTS INC	1063 TON SAND	39.12
		BARKER IMPLEMENT & MOTOR CO INC	CASTER-MOWER DECK	135.43
		CRESTON PUBLISHING CO	5-DAY JOB AD-WEBSITE	119.70
		WASTE MANAGEMENT	DUMPSTER-MAY'12	61.96
		EIDSON, CHARLES	REFUND CEMETERY LOT	140.00
		ALLIANT ENERGY-INT PWR&LGHT	ELECTRICITY	106.98
		KELLY'S FLOWERS	PERPETUAL DECORATION	341.81
			PLANT FLOWERS-PLANTERS	250.00
		MCI MEGA PREFERRED	LONG DISTANCE	6.03
			TOTAL:	1,294.93
SWIMMING POOL	GENERAL FUND	ACCO	DPD POWDER-PH INDICATOR	56.20
			CHLORINATING SOLUTION	673.20
		CENTRAL PLAINS ELECTRIC	RPR WADING POOL PUMP	179.57
		GREEN, MAE	REFUND FAMILY POOL PASS	125.00
		GRAPHIC DISPLAYS	SIGNS FOR POOL	60.00
			SIGNS @ POOL	73.33
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	19.01
			ELECTRICITY	513.65
		MCI MEGA PREFERRED	LONG DISTANCE	0.28
		MUNICIPAL SUPPLY INC	2-5" VAN STONE FLANGE	62.15
		OFFICE MACHINES	CASH REGISTER FOR POOL	129.00
		PETTY CASH - RECREATION	#1736-POSTAGE	2.46
			TOTAL:	1,893.85
FINANCIAL ADMINISTRATN	GENERAL FUND	10000 CRESTONIANS	FIREWORKS CONTRIBUTION	5,000.00
		BANKERS LEASING CO	COPIER LEASE-MAINTENANCE	216.05
		CRESTON CHAMBER OF COMMERCE	4TH ANNUAL FUNDING-FY'12	2,500.00
		CRESTON CITY WATER WORKS	WATER-505 N ELM	9.07
		CRESTON PUBLISHING CO	LEGAL ADS/PUBLICATIONS-MAY	538.12
		HABITAT FOR HUMANITY	SUPPLIES @ 801 W JEFFERSON	4,372.16
		HEARTLAND TECHNOLOGY SOLUTIONS	MONTHLY FIREWALL MGMT	129.00
		IOWA CITY/COUNTY MANAGEMENT ASSOCIATIO	IACMCA MEMBERSHIP	150.00
		IOWA ENVIRONMENTAL SERVICES INC	ASBESTOS TESTING	225.00
		MCI MEGA PREFERRED	LONG DISTANCE-CITY HALL	38.82
			LONG DISTANCE-FAXES	1.67
		PETTY CASH - FINANCE	#1350-RECORDING FEES	14.00
			#1351-RECORDING FEES	24.00
			#1353-RECORDING FEES	24.00
		QUALITY GLASS COMPANY	RPR WINDOW-HOUSE BURN	45.84
		SOUTHERN PRAIRIE YMCA	SEMI ANNUAL PMT SCHOLARSHI	5,000.00
		UNION CO TREASURER	1707 W ADAMS TAXES	1,597.05

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
TOTAL:				19,884.78
HALL	GENERAL FUND	AMERICAN HOME DESIGN CENTER	LAMINATE COUNCIL CHAMBERS	2,877.09
		CRESTON PUBLISHING CO	LEGAL ADS/PUBLICATIONS	650.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	60.52
			ELECTRICITY	437.17
		INNOVATIVE INDUSTRIES INC	JANITORIAL SVC-MAY'12	380.00
		PETTY CASH - STREET	#1743-ELECTRIC OUTLET	2.06
		VERNIE'S LTD	BLINDS IN COUNCIL CHAMBER	1,350.00
TOTAL:				5,756.84
INSURANCE (GENERAL)	GENERAL FUND	TYLER INSURANCE SERVICES INC	ADDITIONAL COVERAGE	576.00
TOTAL:				576.00
COMMUNITY CENTER MAINT	COMMUNITY CENTER	SOUTHERN PRAIRIE YMCA	SEMI ANNUAL PMT ARTS/WELLN	6,753.46
TOTAL:				6,753.46
ROAD MAINTENANCE	ROAD USE TAX	HAYS, JOHN	CELLPHONE REIMBURSEMENT	60.00
		ADVANCED DRAINAGE SYSTEMS INC	18"DWALL-18" COUPLER	962.18
			4" TEE-4" CAP-4" COUPLER	13.14
		AMERICAN CONCRETE PRODUCTS INC	8.25 YDS CONCRETE	1,060.63
			8.5 YDS C-4 NO ASH	1,008.80
			8.75 YDS CONCRETE	1,038.00
			9.25 YDS C-4 NO ASH	1,097.40
			9 YDS C-4 NO ASH	1,068.20
		ARAMARK (LAUNDRY ACCTS)	LAUNDRY SERVICE	37.22
		BAKER, MIKE	CELLPHONE REIMBURSEMENT	60.00
		CRESTON AUTO PARTS INC	AIR FILTERS	127.96
			1-CASE SOLVENT	27.72
		GRIMES ASPHALT & PAVING CORP	6.57 TON COLD PATCH	840.96
		HEARTLAND TIRE & AUTO	REPAIR TIRE-SKID LOADER	14.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	43.51-
			ELECTRICITY	276.13
		IOWA DEPT OF TRANSPORTATION	SHOVELS	265.56
		JERICO SERVICES INC	1200' X 20' W DUST CONTRO	570.00
		JOHNSTON, JACK	CELLPHONE REIMBURSEMENT	60.00
		LOGAN CONTRACTORS SUPPLY INC	10 GAL-CITY WHITE SEALER	71.00
		MCI MEGA PREFERRED	LONG DISTANCE	1.86
		MICHAEL TODD & CO INC	1-16" COMBO SAW BLADE	242.40
		NAPA	V-BELT, SILICONE, TAPE, BULB	75.27
		SERVICE TECHS INC	CHAIN FOR SAW	31.00
TOTAL:				8,965.92
ADMIN-STREETS(ENGINR)	ROAD USE TAX	KRUSE, KEVIN	CELLPHONE REIMBURSEMENT	60.00
TOTAL:				60.00
MC KINLEY PARK RENOVAT	RESTRICTED GIFTS-M	97-1 THE VILL/PICK-UP COUNTRY KNIM	ADVERTISEMENT FOR CONCERT	350.25
		CONCERT SOUND & LIGHTING	RENTAL OF EQUIPMENT	5,920.00
		CRESTON PUBLISHING CO	ADVERTISEMENT FOR CONCERT	550.00
		SCHILDBERG CONSTRUCTION COMPANY INC	73.38 TON CLASS D ROCK	880.56
			31.09 TON CLASS D ROCK	373.08
			16.70 TON CLASS D ROCK	200.40
			46.52 TON CLASS D ROCK	558.24
		THE EXCHANGE	ADVERTISEMENT FOR CONCERT	314.60
TOTAL:				9,147.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY	RESTRICTED GIF	RESTRICTED GIFTS-L CITY OF CRESTON	BOOKS	113.79
			TOTAL:	113.79
ARY SEWER/WASTWTR	SEWER OPERATING FU	BRISTOW, JIM	CELLPHONE REIMBURSEMENT	60.00
		NEWTON OVERHEAD DOORS	OVERHEAD DOOR	971.00
		CL CARROLL & CO INC	RPLC HATCH ON GRIT ROOM	4,631.00
		CENTRAL PUMP & MOTOR	PUMP EVALUATION	187.50
		COMMERCIAL ROOF COATINGS, LLC	HEADWORKS ROOF REPAIR	3,285.00
		CRESTON CITY WATER WORKS	1/2 ONE CALLS-MAY'12	55.80
		WASTE MANAGEMENT	DUMPSTER-MAY'12	75.14
		ZELLMER'S SOFT WATER	DI TANK REFILL	70.00
		D J GONGOL & ASSOC INC	DISCHARGE GAUGE	95.40
			3-DIGITAL PUMP CONTROLLER	7,260.00
		DORGAN, LARRY	BACKFLOW REIMBURSEMENT	250.00
		ENVIRONMENTAL RESOURCE ASSOCIATES	QTRLY AUDITS	261.06
		FASTENAL	18 VOLT ANGLE DRILL	229.20
		HACH COMPANY	CHEMICALS	121.16
		HAWKINS INC.	POLYMER BLEND SYSTEM	5,450.00
		HYGIENIC LABORATORY-AR	2-BOD'S	36.00
			1-PLANT METALS; 2-NH3'S	36.00
			2-NH3'S; 1-BOD	36.00
			1-BOD	36.00
			2-NH3'S; 1-BOD	36.00
			ANNUAL WETT TEST	425.00
			2-BOD'S, NH3'S	72.00
			2-BOD'S; NH3'S	36.00
			SLUDGE METALS	338.00
			BOD	36.00
			1-PLANT METALS; 2-NH3'S	116.00
		ALLIANT ENERGY-INT PWR&LGHT	NATURAL GAS	522.14
			ELECTRICITY	4,003.38
		INDACOM ELECTRICAL SERVICE	ELECTRICAL REPAIR OF RAKE	3,600.00
			FLOW METER REPAIR	120.00
		IOWA RURAL WATER ASSOC	ELECTRICAL SCHOOL	150.00
		MCI MEGA PREFERRED	LONG DISTANCE	4.96
		MIDWEST LABORATORIES INC	2-SOIL SAMPLES	77.40
		NAPA	PRESSURE GAUGE	26.49
		NUTRI-JECT SYSTEMS INC	SLUDGE ANALYSIS-JUDGING	2,150.00
		PETTY CASH - FINANCE	#1352-POSTAGE DUE	0.45
		PETTY CASH - SANITATION	#497383-BATTERY	7.29
			#497384-6V LANT	33.92
			#497385-FITTINGS	0.84
		UPS	POSTAGE	28.16
			POSTAGE	14.27
			POSTAGE	21.87
		USA BLUE BOOK	FILTERS-FREIGHT	254.42
		WOLFE, JASON	CELLPHONE REIMBURSEMENT	60.00
			TOTAL:	35,280.85
ANIMAL CONTROL	ANIMAL SHELTER *AG	CRESTON PUBLISHING CO	CARE ADS-MAY'12	6.00
		CRESTON VET CLINIC PC	MEDICINE FOR KITTENS	25.79
			EMERGENCY MEDICAL	100.00
		ULINE	FLOOR MATS-WIRE SHELVES	546.05
			TOTAL:	677.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
------------	------	-------------	-------------	--------

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===== FUND TOTALS =====
001 GENERAL FUND                127,057.05
006 COMMUNITY CENTER             6,753.46
110 ROAD USE TAX                 9,025.92
166 RESTRICTED GIFTS-MCKNLY P    9,147.13
167 RESTRICTED GIFTS-LIBRARY     113.79
610 SEWER OPERATING FUND        35,280.85
953 ANIMAL SHELTER *AGENCY FU    677.84
-----
GRAND TOTAL:                    188,056.04
-----

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CITY OF CRESTON
MANUAL CHECKS/DEBITS – PERIOD ENDING 06/19/12

NO DEPT ENTERED		
ELECTRONIC FEDERAL TAX	TAX DEPOSIT	16,098.69
COLLECTION SERVICES	SERVICES	118.52
TOTAL ADMINISTRATIVE SVC	FLEX	720.87
NO DEPT ENTERED	TOTAL	\$ 16,938.08
FINANCIAL ADMINISTRATION		
CRESTON CITY WATER WORKS(2)	PASS THRU	78,663.00
SICOG	DRAWDOWN	12,591.00
FINANCIAL ADMINISTRATION	TOTAL	\$ 91,254.00
MCKINLEY PARK RESTRICTED		
IABD	LIQUOR LICENSE	25.00
MCKINLEY PARK RESTRICTED	TOTAL	\$ 25.00
SELF FUNDING INSURANCE		
TRISTAR BENEFIT (2)	INV CHECK RUN	50,275.74
SELF FUNDING INSURANCE	TOTAL	\$ 50,275.74
MANUAL CHECK/DEBITS TOTAL		\$158,492.82

CONTRACT FOR SERVICES

This AGREEMENT made and entered into this ____ day of June, 2012, by and between the CITY OF CRESTON and WEST AVIATION, INC.

WHEREAS, CITY OF CRESTON is the owner of CRESTON MUNICIPAL AIRPORT;

WHEREAS, WEST AVIATION, INC., is prepared to operate and maintain the CRESTON MUNICIPAL AIRPORT.

NOW in consideration of their mutual promises to perform, the Parties agree as follows:

Consideration:

1. CITY OF CRESTON shall pay the CONTRACTOR the sum of Thirty-two Thousand Five Hundred Dollars (\$32,500.00) per annum for a one (1) year period commencing July 1, 2012;
2. The CITY OF CRESTON shall provide and maintain the existing fuel pump to the CONTRACTOR. Any change in the fuel pump systems must be mutually agreed upon by both Parties;
3. The CONTRACTOR shall arrange for the purchase of fuel for retail sale. The CITY OF CRESTON will retain ownership of the fuel;
4. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
5. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business, and shall be allowed to retain all income generated therefrom;
6. The CITY OF CRESTON shall retain the control and revenues generated by the farm lease. The CONTRACTOR will honor said farm lease and allow Lessee's compliance to all terms and conditions of their lease. Fixed Based Operator also will allow farm tenants access to their crops and hay ground;
7. The CITY OF CRESTON shall retain hangar lease control and revenues of said lease to be kept by the CITY OF CRESTON;
8. This contract shall not be sold, sublet, or transferred to another without written approval by both Parties;

Duties:

9. CONTRACTOR, WEST AVIATION, INC., shall be solely responsible for all maintenance, upkeep, and repairs (labor only) of the CRESTON MUNICIPAL AIRPORT, including but not limited to all grass mowing and snow removal, and four (4) buildings excluded are, the red Storage building, the Terminal building, the snow removal equipment building and the Maintenance building;

10. CONTRACTOR agrees that it will keep and maintain an accurate and complete set of books and records relative to its operation at the CRESTON MUNICIPAL AIRPORT and such portion of said books and records as may be relevant and material to the CITY OF CRESTON and may be inspected at any reasonable time by the City Administrator or Chairman of the AIRPORT COMMISSION, the same having a bearing upon that rate or charge which may be applicable;
11. CONTRACTOR agrees to maintain and follow good housekeeping practices on all of the premises now or hereafter placed in control of this CONTRACTOR and in the event that CONTRACTOR fails to do so, the CITY OF CRESTON may, after reasonable, necessary housekeeping to be done and charge the actual costs thereof to the CONTRACTOR;
12. CONTRACTOR shall be responsible for prompt repair or replacement at CONTRACTOR'S expense any part of the CRESTON MUNICIPAL AIRPORT or any building or improvements thereon damaged or destroyed by gross negligence or willful acts of CONTRACTOR, his employees, or agent which is not covered by insurance except as otherwise provided in this AGREEMENT. CONTRACTOR shall not be responsible or liable for reasonable wear and tear. CONTRACTOR shall not be responsible for damage caused by negligence or willful fault of CITY OF CRESTON, its officers, employees and agents, or of other parties who use or come upon the CRESTON MUNICIPAL AIRPORT;
13. CONTRACTOR covenants and agrees to hold CITY OF CRESTON free and harmless from loss, in whole or in part from each and every claim and demand whatever the nature made by or on behalf of any person or persons for any wrongful act or omission arising out of the use of the CRESTON MUNICIPAL AIRPORT on the part of the CONTRACTOR, its agents, servants, invitees, and employees, and for such purpose, CONTRACTOR agrees to carry liability insurance naming the CITY OF CRESTON and its officers and employees as additional insured's such insurance to have limits not less than the following:
- i. Worker's Compensation insurance including Employer's Liability and Occupation Disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Fixed Base Operator under the LEASE AGREEMENT. The policy will contain a broad form of all states endorsement.
 - ii. Compensation General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury an X, E and U coverage. Coverages must meet the following limits and deductibles on bodily injury are not acceptable:

<u>Coverages – General Liability</u>	<u>Minimum Limits</u>
Bodily Injury	Each occurrence - \$1,000,000 & \$2,000,000 aggregate
Personal Injury & Advertising Liability	\$1,000,000
Fire Legal Liability	\$100,000
Premises Medical Payments	\$10,000
Umbrella Liability Coverage	\$1,000,000

14. CONTRACTOR further agrees to file a certificate of insurance with CITY OF CRESTON evidencing that such insurance has been furnished and that the same will not be cancelled without thirty (30) days notice to the CITY OF CRESTON. During the term of this AGREEMENT, the CITY OF CRESTON will annually review the insurance limits to assure the limits are in accordance with CITY policy and reserve the right to request the Fixed Based Operator to increase the above insurance limits provided thirty (30) days prior notice is given by the CITY OF CRESTON;
15. CONTRACTOR and CITY OF CRESTON agree that they will cooperate with each other relative to the further and future developments and improvements of the CRESTON MUNICIPAL AIRPORT and relative to the obtaining of any available Federal and State funds for development and improvement projects, all with a view to enhancement of the CRESTON MUNICIPAL AIRPORT and the operation thereof, and CONTRACTOR agrees that it will also cooperate with any duly designated official, commission or committee of CITY OF CRESTON, including the present CRESTON AIRPORT COMMISSION;
16. CITY OF CRESTON will provide after-hours fuel service;
17. CONTRACTOR will operate a maintenance facility and attend the CRESTON MUNICIPAL AIRPORT Monday through Friday from 8:00 o'clock a.m. to 5:00 o'clock p.m. with evenings and weekends upon request. If the FBO is unable to attend due to illness or vacation, the FBO will notify LEC Dispatch and CITY personnel will provide on-call fuel service. It is understood that the CONTRACTOR may opt to close their services on the major holidays; however, CITY will provide for fuel service and arrange for said service with an on-call status. CITY OF CRESTON will arrange the on-call service;
18. It is the CONTRACTOR'S responsibility to provide all utility service for the large maintenance hangar only;
19. The CITY OF CRESTON is responsible for all long-distance telephone expense.

City Responsibilities:

20. CITY shall retain use of the Maintenance building located on these premises and shall be responsible for the utility expense associated with same;
21. CITY shall also provide utility expense for operation of the airport, radio homing beacon and Terminal building;
22. CITY shall furnish all parts and repairs necessary to maintain runway lighting, taxiing, lighted wind sock, rotating light beacon and radio homing beacon;
23. CITY shall provide light bulbs, restroom supplies and public telephone in the Terminal building;
24. CITY shall also be responsible for Unicom, Internet and DTN services;
25. CITY shall provide at no cost to WEST AVIATION, INC., the fuel used in the CITY-owned truck for snow removal.

Additional Provisions:

26. CONTRACTOR shall have the option of operating as a Fixed Based Operator and use of the above facilities for that purpose;
27. CONTRACTOR shall be permitted to conduct any activity consistent with operation of a Fixed Based Operator business and shall be allowed to retain all income generated. The CITY will get 25% of the fuel sales' profit and the FBO will get 75% of the fuel sales' profit. Inventory will be taken and reported on a monthly basis. Cost of fuel may be averaged to determine profit. Payment to the FBO for fuel sales' profits will be on a monthly basis;
28. CONTRACTOR agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided that the CONTRACTOR may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers;
29. CONTRACTOR will not on the grounds of race, color, sex, national origin or mental or physical handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The CITY reserves the right to take such action as the United States Government may direct to enforce this Covenant;
30. During the time of war or national emergency, the CITY shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the CRESTON MUNICIPAL AIRPORT. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended;
31. This AGREEMENT shall be subordinate to the provisions of any existing or future agreement between the CITY OF CRESTON and the United States Government relative to the maintenance, operation or development of the CRESTON MUNICIPAL AIRPORT;
32. CONTRACTOR agrees that the CITY OF CRESTON has the right to adopt and enforce reasonable rules and regulations applicable to the public's use of the CRESTON MUNICIPAL AIRPORT, and that CONTRACTOR and all its employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the CITY OF CRESTON, the United States of America or any Department or Agency thereof, and the State of Iowa;
33. The CITY reserves the right (but shall not be obligated to the CONTRACTOR) to maintain and keep in repair the landing area of the CRESTON MUNICIPAL AIRPORT and all publicly-owned facilities of the CRESTON MUNICIPAL AIRPORT, together with the right to direct and control all activities of the CONTRACTOR in this regard;
34. Anything in this CONTRACT contrary, notwithstanding, neither the CITY OF CRESTON or CONTRACTOR shall be liable to the other for any business interruption of any law or damage to property or injury to or death of person occurring on the demised premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or

connected with CONTRACTOR'S use and occupation of the demised premises, or the condition thereof, or of sidewalks, streets, or alleys adjoining caused by the negligence or other fault of the CITY or CONTRACTOR or of their respective agents, employees, subtenants, licensees or assignees to the extent that such business interruption or loss or damage to property or injury to, or death of persons is covered by or indemnified by proceeds received from insurance carried by the other party (regardless of whether such insurance is payable to or protects the CITY or CONTRACTOR or both) or for which such party is otherwise reimbursed and the CITY and CONTRACTOR each hereby respectively waives all right of recovery against the other, its agents, employees, subtenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered by or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this section of this AGREEMENT shall be construed to impose any other or greater liability upon either the CITY or CONTRACTOR than would have existed in the absence of this paragraph.

35. The CONTRACTOR will provide a courtesy car and be responsible for all expenses related to the courtesy car. Proof of insurance shall be provided to the CITY.
36. The CONTRACTOR shall maintain a Class B Operator status and meet all of the requirements on a yearly basis. The new operator training requirements for underground storage tank systems took effect on October 14, 2009. The operator training rules can be found in 567-135.4(6), Iowa Administrative Code (IAC). The operator shall also annually train Class C Operators as necessary to respond to spills, overfills, alarms and other emergencies related to the UST systems.

Termination:

This AGREEMENT shall terminate on June 30, 2013. Either Party may terminate this AGREEMENT on the proof of a default of the terms contained herein;

In the event of a default by CONTRACTOR, the balance of the consideration due shall be forfeited;

In the event of a default by CONTRACTOR or upon termination of this AGREEMENT, the CONTRACTOR shall surrender the premises in the same condition as when he assumed possession thereof;

In the event legal action is necessary to enforce any provision of this AGREEMENT, the prevailing Party shall be entitled to collect all costs incurred for said legal action, including attorney fees.

Modification:

This AGREEMENT establishes the entire AGREEMENT between the Parties and shall only be modified by written agreement executed by both Parties.

SIGNED this _____ day of June, 2012

WEST AVIATION, INC.

CITY OF CRESTON

Larry West, Owner

Warren Woods, Mayor

AIRPORT COMMISSION:

Duane Osmun, Chair

DISSEMINATION AGENT AGREEMENT

THIS DISSEMINATION AGENT AGREEMENT (the "Dissemination Agreement"), is dated as of _____, 2012 by and between Creston, Iowa (the "Issuer") and **D.A. DAVIDSON & CO.**, a corporation organized under the laws of the State of Montana ("the Dissemination Agent"), in connection with the outstanding bond issues of the Issuer identified in Exhibit A which is attached to and by reference made a part of this Dissemination Agreement and any subsequent bonds issued and delivered by the Issuer while this Dissemination Agreement shall be in full force and effect (collectively, the "Bond Issues"), in which case Exhibit A shall be supplemented by the parties hereto to include such future bond issues. The Issuer and the Dissemination Agent covenant and agree as follows with respect to the Bond Issues:

Section 1. Definitions. The following capitalized terms shall have the following meanings:

"Annual Fee" means, with respect to any calendar year or portion thereof, payable on or about the date of execution and delivery of this Dissemination Agreement for the first such calendar year and thereafter on or prior to the anniversary date of this Dissemination Agreement, the sum of (i) \$500 per year for any issuer that is required to file with a National Repository only its audited financial statements, or (ii) \$1,000 per year for any issuer that is required to file with a National Repository its audited financial statements and additional operating data information. The Annual Fee with respect to any calendar year shall also include an amount equal to \$250 for each Significant Event that requires disclosure during such calendar year, which fee shall be payable within ten days of receipt by the Issuer of an invoice relating thereto from the Dissemination Agent.

"Annual Report" means the document or documents filed by the Dissemination Agent with a National Repository or State Repository as may be appropriate pursuant to the Continuing Disclosure Certificate.

"Annual Report Data" means the Issuer's audited financial statements to the extent available, such other financial information and operating data for each Bond Issue relating to the Annual Report, and any other relevant information, if any, collected by the Dissemination Agent relating to the Annual Report or required to be a part of the Annual Report pursuant to the Continuing Disclosure Certificate.

"Compilation Date" means the date or dates specified in the Continuing Disclosure Certificate which are applicable to the Bond Issues and which occur subsequent to the date of this Dissemination Agreement.

"Continuing Disclosure Certificate" means that certain certificate or agreement or undertaking executed by the Issuer at the time of issuance of each of the Bond Issues.

"Disclosure Representative" means the chief financial officer or business manager or city or county clerk or similar official of the Issuer or his or her designee or any other officer or employee or other person that the Issuer shall designate as its representative for the purposes of this Dissemination Agreement in writing to the Dissemination Agent from time to time.

“National Repository” means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

“Significant Event” means any event relating to the Issuer or the Bond Issues described in Section 5 hereof.

“State” means the state in which the Issuer is located.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule. References to State Repository shall be disregarded in the event the State has not designated a state repository for the purpose of the Rule.

Section 2. Purpose of the Dissemination Agreement. This Dissemination Agreement is being entered into by the Issuer and the Dissemination Agent in order to assist the Issuer in complying with the reporting requirements of the Rule which are applicable to the Bond Issues. The Issuer hereby designates the Dissemination Agent as the agent of the Issuer for continuing disclosure with respect to the Bond Issues as required by the Municipal Securities Rulemaking Board for a dissemination agent submitting disclosure documents as an agent of an issuer.

Section 3. Provision of Annual Reports.

(a) On an annual basis (i) the Dissemination Agent shall make an initial compilation of the Annual Report Data and submit such compilation to the Issuer in a timely manner for final review and approval by the Issuer, and (ii) after receiving such Annual Report Data, the Issuer shall promptly review the form and substance of such Annual Report Data and approve such form and substance or, alternatively, make changes in such form and substance of the Annual Report Data. The Issuer shall indicate its final approval of the final form and substance of such Annual Report Data in a written instrument directed to the Dissemination Agent by its Disclosure Representative. The Dissemination Agent shall have no responsibility for the accuracy of the information in the Annual Report Data as reviewed and approved by the Issuer and shall have no due diligence responsibility with respect thereto. The Dissemination Agent shall file with the appropriate National Repository and any required State Depository by the Compilation Date of each year the Annual Report based on the Annual Report Data reviewed and approved as to form and substance by the Issuer for each Bond Issue in a format consistent with the Rule, commencing with the initial Compilation Date occurring subsequent to the date of this Dissemination Agreement.

(b) If the Dissemination Agent has not received a copy of the Annual Report Data approved by the Issuer in a timely manner, with such changes thereto as the Issuer may require, the Dissemination Agent shall contact the Issuer to determine the status of

information and whether the Issuer will remain in compliance with the Annual Report due date referenced in Section 3(a).

(c) The Dissemination Agent shall:

(i) determine each year prior to Compilation Date, the name and address of each National Repository and each State Repository, if any; and

(ii) file a report with the Issuer relating to each of the respective Bond Issues, certifying that the Annual Report has been provided pursuant to this Dissemination Agreement, stating the date it was provided and listing all the repositories to which it was provided.

Section 4. Content of Annual Reports. The Annual Report prepared by the Dissemination Agent for each Bond Issue based on the Annual Report Data approved by the Issuer shall contain or incorporate by reference the financial information and operating data specified in the applicable Continuing Disclosure Certificate or in any other relevant document which the Issuer identifies in writing to the Dissemination Agent ("Bond Issue Documents") relating to the Bond Issues.

Section 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the Significant Events listed below relating to the Issuer or the Bond Issues or in the Issuer's Continuing Disclosure Certificate or in any applicable Bond Document or, in the opinion of the Issuer and its counsel, constitutes a Significant Event relating to the Issuer or the Bond Issuer that is required to be disclosed pursuant to the Rule:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701—TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) modifications to rights of security holders, if material;

- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the securities, material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (xiii) the consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) The Issuer shall promptly notify the Dissemination Agent in writing of the occurrence of any Significant Event, and such notification must be made by the Issuer within 5 business days of the occurrence of such Significant Event. The Dissemination Agent shall have no responsibility for identifying any such Significant Event or determining whether any such Significant Event requires disclosure. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 5(c) below.

(c) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Significant Event, the Dissemination Agent shall file a notice of such occurrence with the appropriate National Repository or State Repository promptly but within 10 business days of the occurrence of the Significant Event; provided, the requirement of the Dissemination Agent in this subparagraph shall only be applicable to the extent the Issuer has fully met the requirements in Section 5(b) above.

Section 6. Dissemination Agent. The Issuer has engaged the Dissemination Agent to assist it in carrying out its obligations under this Dissemination Agreement and may discharge the Dissemination Agent upon giving 10 days written notice to the Dissemination Agent with or without appointing a successor to act in such capacity. The Dissemination Agent may terminate its duties hereunder upon giving 10 days' written notice to the Issuer with or without a successor being available for appointment by the Issuer in its place. For its services hereunder, the Dissemination Agent shall be paid the Annual Fee. In addition, the Issuer shall reimburse the Dissemination Agent for out of pocket expenses incurred in preparing the Annual Report or incurred in connection with the reporting of a Significant Event.

Section 7. Amendment, Waiver. Notwithstanding any other provision of this Dissemination Agreement, the Issuer and the Dissemination Agent may amend this Dissemination

Agreement, and any provision of this Dissemination Agreement may be waived, in writing, as agreed to by the parties thereto.

Section 8. Additional Information. Nothing in this Dissemination Agreement shall be deemed to prevent the Issuer from disseminating any other information relating to the Bond Issues or otherwise, using the means of dissemination set forth in this Dissemination Agreement or any other means of communication.

Section 9. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Dissemination Agreement. Once the Issuer has approved of the form and substance of the Annual Report Data in the manner set forth in Section 3 above, the Dissemination Agent shall have no responsibility or liability for the form or substantive content or accuracy of such Annual Report Data. The Dissemination Agent shall have no responsibility for identifying Significant Events requiring disclosure, but shall only have the responsibility to make the filing relating to Significant Events as specifically set forth in Section 5 hereof. The Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct.

Section 10. Beneficiaries. This Dissemination Agreement shall inure solely to the benefit of the Issuer and the Dissemination Agent, and shall create no rights in any other person or entity.

Section 11. Governing Law. This Dissemination Agreement shall be governed by the laws of the State.

Section 12. Notice. All demand, notices and communications required to be provided hereunder shall be in writing and shall be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, and return receipt requested, or, if by other means, including electronic email communication, when received by the other party at the address as follows:

If to the Dissemination Agent:

If to the Issuer:

Or such other address as may hereafter be furnished to the other party by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Issuer and the Dissemination Agent have each caused this Dissemination Agreement to be executed by their duly authorized officers as of the date first above written.

[ISSUER]

By: _____

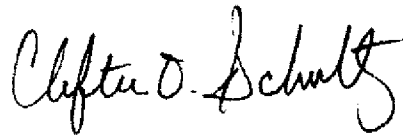
Title

ATTEST:

Title

[SEAL]

D.A. Davidson & CO., in its capacity as
Dissemination Agent



By: _____

Managing Director Public Finance

Title

EXHIBIT A

BOND ISSUES SUBJECT TO CONTINUING DISCLOSURE

RESOLUTION NO. 1?? – 12

RESOLUTION TO RATIFY THE PURCHASE OF PROPERTY:

WHEREAS, on March 20, 2012, the Creston City Council went into Closed Session for the purpose of discussing a price to offer for property located at 1707 West Adams Street, Creston, Union County, Iowa, and;

WHEREAS, after coming out of Closed Session, Creston City Council inadvertently failed to take action by resolution that there was a consensus to negotiate a purchase for the above-listed property, and;

WHEREAS, the Creston City Council agrees it is in the best interest of all involved to resolve to ratify the actions of the Mayor, Council and City Administrator in negotiating and purchasing property located at 1707 West Adams Street.

BE AND IT IS HEREBY RESOLVED that the Creston City Council ratifies the purchase of property located at 1707 West Adams Street.

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

BE AND IT IS FURTHER RESOLVED that this Resolution be effective immediately upon its passage and approval by the Creston City Council.

AKIN

BUILDING CENTERS

604 Sheldon
Creston, Iowa 50801

(641)-782-3310 Phone
(641)-782-3234 Fax

To:	Attn: Mike Taylor	From:	Deanna
Fax:	641-782-6377	Pages:	12 with cover sheet
Phone:		Date:	6/14/12
Re:	Bills for Habitat for next City Council Mtg CC:		

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply ☐ Please Recycle

Mike-

Attached are the bills for the next city council meeting. I have sent copies to Jeremy as well.

Let me know if you have any questions.

Thanks!

Deanna Petersen
Akin Building Center
604 Sheldon Ave
Creston, IA 50801
641-782-3310
641-782-3234

\$4,372.16

RESOLUTION NO. ??? – 12

RESOLUTION TO SPECIAL ASSESS NUISANCE ABATEMENT CHARGES DUE TO NON-PAYMENT BY PROPERTY OWNERS:

WHEREAS, the Creston City Council was presented with an estimate and a list of mowing nuisance abatements for the Summer of 2012, and;

WHEREAS, the City's Mowing Ordinance is advertised in the local newspaper and posted each season, and;

WHEREAS, if the length of vegetation is 12 inches or taller by the 1st and the 15th of each month, May through October, the City may mow said properties and charge the property owners, and;

WHEREAS, the City Administrator ordered the nuisances abated, and;

WHEREAS, the City Clerk billed the property owners and the City was never paid.

BE AND IT IS HEREBY RESOLVED that the Creston City Council approves that the charges shall be collected in the same manner as general property taxes for the properties legally described as –

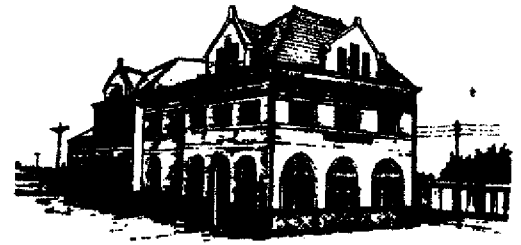
417 N Jarvis – N 40' Lot 64, Railroad; Parcel #24010-560-055-00	\$175.00
1103 N Elm – N-2 Lot 42, Swigart's N; Parcel 24010-470-062-00	\$175.00
910 N Division – DeVoe's 1 st S 2 1/2' S 50' of East 138', Lot 1 and N 50' of East 138'; Parcel #24010-530-063-50	\$175.00
318 N Division – N. 65' Lot 1 West Creston, Section A; Parcel #24010-340-002-00	\$175.00
612 N Mulberry – S 95' of E-2, Blk 6 McDonald's N, Sec C; Parcel 24010-410-053-00	\$175.00
610 W Montgomery – Lot 139, W C, Sec A; Parcel #24010-340-151-00	\$175.00
501 N Walnut – Lot 50, Block 1, Swigart's 1 st ; Parcel #24010-450-051-00	\$175.00
415 N Jarvis – S 4' Lot 64, all Lot 65 and N 10' Lot 66, Railroad Addition; Parcel 24010-560-056-75	\$250.00

BE AND IT IS FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute the proper documentation necessary.

BE AND IT IS FURTHER RESOLVED that any Resolution in conflict herewith is hereby repealed.

City of
CRESTON, IOWA

116 W. Adams • P.O. Box 449 • Creston, IA 50801-0449
Phone 641-782-2000 • Fax 641-782-6377



Creston's Restored Depot and City Hall

MOWING NUISANCE ABATEMENT

DATE RECEIVED

05.14.10

PROPERTY OWNER

confirmed
5-17-10 MT 1:15 PM
ADDRESS

507

507 W Montgomery

Received from Big
for Bill

DATE ABATED

5.21.10

PERSONNEL

Byron - Jerry - SPENCER

HOURS TO ABATE

15 minutes

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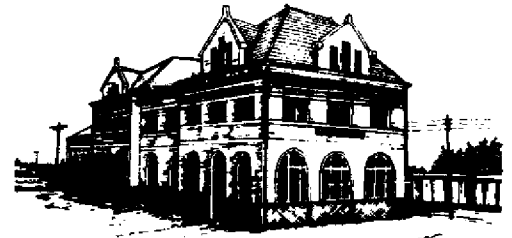
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Creston's Restored Depot and City Hall

Airport Commission Meeting

Place: Mealsite
Date: 05/14/12
Time: 6pm

The Airport Commission Meeting of May 14th, 2012, was called to order by Duane Osmun at 6pm. Other Commission Members present were: Dr. Chuck Hoyt, Kim Whittington, Lacey Christensen and Larry Wagner (Council Liaison). Also in attendance was: Larry West.

Whittington moved seconded by Osmun to approve the agenda, all voted aye. Motion carried.


Whittington moved seconded by Osmun to approve the March 12, 2012 minutes, all voted aye. Motion carried.

Hoyt moved seconded by Osmun to approve the claims for the periods ending 05/02/12, all voted aye. Motion carried.

Phase 2 of the Airport Fuel System Project is a go with a contractor out of Florida with the low bid. It should be completed the last day of August.

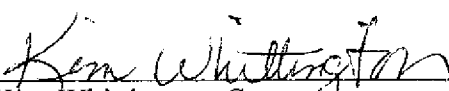
Discussion was held on the Union County Development Association and it being a long-term assessment as to the land development.

Motion made by Hoyt seconded by Whittington to adjourn.



Duane Osmun, Chair

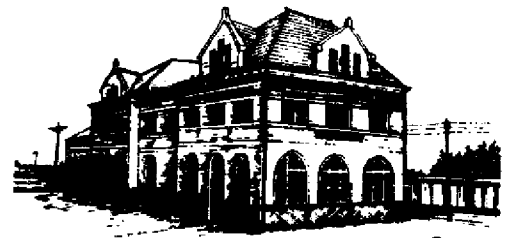
Attest:



Kim Whittington, Secretary

City of
CRESTON, IOWA

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Creston's Restored Depot and City Hall

Board of Adjustment
Meeting Minutes
June 5, 2012

Tom Braymen called the meeting to order at 5:00 p.m.

Board members present were Dick Lechtenberger, Ken Stults, Tom Braymen and Gary Bucklin.

Board member not present was Alan Shafer.

Others present; Mike Bruce; Building Inspector, Kevin Kruse; Zoning Administrator, Terri Hopkins and Wayne Pantini.

The first item for consideration was a request from Dennis & Terri Hopkins, 905 West Townline, to construct an attached garage. The reason for the variance request was failure to meet the side yard setback requirements as set forth in the Zoning Code.

Terri Hopkins was present to explain their request. Adjacent neighbors were notified by petition with no objections being received.

After due consideration Bucklin moved and Lechtenberger seconded to approve the request.
With a voice vote all present voted in favor of the motion.

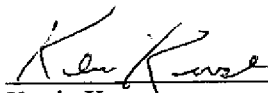
The next item for consideration was a request from Union County Development to construct a new dwelling at 505 South Elm. The reason for the variance request was failure to meet the front yard setback requirements as set forth in the Zoning Code.

Wayne Pantini from the UCDA was present to explain the request. Adjacent neighbors were notified by letter with no objections being received.

After due consideration Stults moved and Bucklin seconded to approve the request.
With a voice vote all present voted in favor of the motion.

Meeting was adjourned at 5:04 p.m.

Respectfully submitted,



Kevin Kruse
Board Secretary

Gibson Memorial Library
Library Board Meeting
Minutes May 21, 2012

Meeting called to order by Ann Coulter at 5:15 pm. Board members present: Ann Coulter, Calvin Huffman, Ed Ritter, Jean Ide; Council Representative Nancy Loudon, Mayor Warren Woods, Friends of Library members Kay Raymond and Vidette Dixon-Borgmann, Library Director Marilyn Ralls.

Vidette Dixon-Borgmann explained the 641 Club Project. The project would be an electronic transfer fund deduction of \$6.41 monthly. It would result in a person donating \$76.92 in a year. A special debit sheet will be created. Nancy Loudon volunteered to help with the project. Perks for the project might be a couple ILL fees for the month or limited number of free copies printed. Vidette will make a brochure. This project was previously approved by the board.

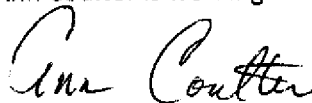
Jean Ide and Ed Ritter are working on a way to reaching the various social/service clubs and providing information about the Lincoln School project.

We discussed the possibility of creating a t-shirt for the library project. Would include the logo "From Lincoln to Library: a Novel Idea".

Karla Hynes and Jean Ide will talk on the radio's Grapevine program on May 29 about updates on the library project.

Warren Woods plans to have the draft of an informative booklet that we can use when soliciting donations ready for the board meeting on June 4.

Ann Coulter is working on creating videos of the library project.



Respectfully submitted by

Ann Coulter, Secretary Pro-temp

Library Board of Trustees
Monday, May 14, 2012
5:15 p.m.

The meeting was called to order at 5:19 p.m. Present were Ann Coulter, Karin Coleman, Calvin Huffman, Jean Ide, and Ed Ritter. Also present were Marilyn Ralls, director; Nancy Loudon, City Council Rep; Mayor Warren Wood; and Karla Hynes. Ide moved the agenda be accepted as is, Ritter seconded. Approved 4-0. There were no minutes from the previous meeting.

The only item on the agenda under old business was building..

A client satisfaction survey for Strawhecker was passed out. It was decided that the board would take them home, fill them out and return them on Monday, May 21.

Marilyn will mail them all back to Paul J. Strawhecker, Inc.

A theme for the library project was discussed. It was decided to use, "From Lincoln to Library a Novel Idea."

Direct Deposit has been started. Questions about 641 were raised. Kay Raymond and Vidette Dixon-Borgmann (Friends of the Library) will be invited to next Monday's meeting.

Karla Hynes of ISSB will host a travel show at Lincoln on May 23 at 5:30 pm. The talk will be on the New Mexico trip that will be taken next October. The library will pull books, art work and design a page of websites and information.

Uses of Lincoln School by service clubs was discussed.

Meeting adjourned at 6:10 pm.

Respectfully submitted,



Calvin Huffman, Secretary Pro Tem
ch/mr

Gibson Library Board of Trustees
Monday, May 7, 2012

The meeting was called to order at 5:08 p.m. Present were Ann Coulter, Karin Coleman, Calvin Huffman, Jean Ide and Edwin Ritter. Also present were Marilyn Ralls, director; Nancy Loudon, council representative; and Mayor Warren Woods.

Huffman moved the adoption of the agenda, second by Ide. Approved 5-0.

Ide moved approval of the minutes of April, as printed. Second by Huffman. Approved 5-0.

Ritter moved the payment of the bills, second by Huffman. Approved 5-0.

Finances were reviewed.

Director's Report:

The coffee boys have contributed over \$16,000.00 since meeting at the library. The tornado may have contributed to the statistics being down for the month of April. Summer Reading program with start May 29, and run through July 27. Marilyn thanked the staff for planning the program as she was absence for surgery. Personal note: Marilyn has started physical therapy.

Old Business:

Decided to have Lincoln school available for class reunions; wall posters would stay up; try to be on grapevine regularly; people can contact mayor's office for a tour of the Lincoln school. Can the two trained individuals on solicitations help us with the presentation? The board needs to decide on a theme. The board decided to meet weekly for updates.

New Business:

Video and DVD policy #6 was reviewed. Huffman moved adoption, second by Ide. Approved 5-0.



Edwin Ritter
Secretary pro-tem

Park and Recreation Board
Meeting Minutes
Tuesday, June 5, 2012

The Park and Recreation Board meeting met in regular session.
Attending were:

John Kawa

Jane Brown

Gary Borcharding

Rich Paulsen

Todd Kinkade

Mark Huff

John Anderson

Betty Shelton

Jade Stuart

Victria Brammer

The Board approved the minutes of the May 20, 2012 meeting.

Motion -- Kawa

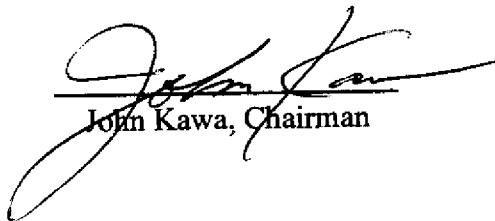
Second -- Brown

All voted aye. Motion Carried.

The Board reviewed claims/payments through June 6, 2012.

The Board discussed purchasing 50 T-Shirts to sell for the concert, sponsorships received to date, and plans for security for the June 23, 2012 concert.

The meeting adjourned at 6:15pm.



John Kawa, Chairman



Jane Brown, Secretary

Park and Recreation Board
Meeting Agenda
Tuesday, May 29, 2012

The Park and Recreation Board met in regular session.
Attending were:

John Kawa	John Anderson
Jane Brown	Betty Shelton
Gary Borcharding	Todd Kinkade
Mark Huff	

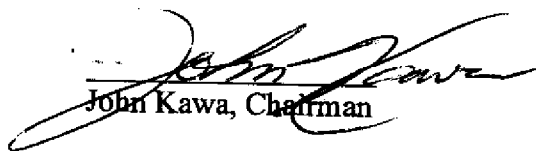
The Board approved the minutes of the May 22, 2012 meeting.
Motion - Kawa
Second - Brown
All voted aye: Motion carried

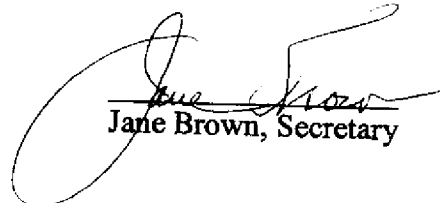
The Board discussed the June 23, 2012 concert and security for the event.
T-shirts to identify staff were also discussed.

The Board discussed Phase 2 of the Walking Trail, with construction beginning this summer into the fall.

The next meeting is scheduled for Tuesday June 5, 2012 at 5:30 pm in shelter #2 McKinley Park.

The meeting adjourned at 6:15pm.


John Kawa, Chairman


Jane Brown, Secretary